United States Court of Appeals for the Second Circuit



APPENDIX

Morganeta O/R-- To be londed Nederland 3- Altransport 7 Pellet - 7091 -- 237 1 80/ - 216 - 9 184 -380 -7 -35397 - 420 64600 14 PCs,___ -56654 - 8495 25 Crates CS Greene - 345 - 17 1 Callet To- Overseas Furd. -734 225 Co, -29287 Juitic. -1895 2 Ca - 24035 12- Comes 6 ctre - 1306 - 65 16-Gallie 50drs, -27040 -557 16ctro - 411 -32 D-Sofac D. F. E. oven 10 das - 495 - 31 De Ponal - 1339 -80 16mt - 12702 (3) Comos - 33 16ctys - 697 6ctys - 318 -38 25ct - 1325 Do Toul James 141 ctro - 7473 24ctio - 1272 - 46 25,000 - 1325 -25 30) Fl France -16 D # G: IN 500 3-19-76 8.7 ___ d. 60 6-1

- 707 - 118 - 130

9-Clastic Geddles - +Clas + 100

D. Fa. 6-2

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-205 H. Judwig K D. E. 6 . 3

+ GITICI 7150 13 des. 100 - Civin 2 ctro UTO 303 13ctro 2566 186 ctro Mas - 1026 18715 1090 VCs. (19)- Anglon -21 384 3 ctro - H. D. Lee 468 4 ctro -236 6588 22 drs, Pallet 433 123) Commonwealth 870 -35 10 ctro (121) - Encargo -72 1790 21ctno 200 -16 3500 10 Cs -108 750 15 ctro 3 840 5940 B) - La Reeve -294 2760 120 PCs. 130 - Cooal D-By CFinher -59 4805 2.40 1536 3640 (4) & E Remand 271 D- Luena, 7ctro 575 (143) JE Benard 180f

D. Ex. 6-4

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(12) willo	103 ctns	8673	
(128) And	500/9	10750	
178 Anglo	4 ctm	1320	72
(82) Commonwealth	14 Ctro	1050	175
(183) Horizon	15 Plap	380	128
TED Master	1 Cho	405	_/7
TES WTC	4ds	500	47
OSD Marion	100cs	483	48
(82) U.T.C.	Cont	33640	
(8) V.T.C.	75 ctro	252/	250
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(20) - Eving	21219	- 5373	437
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GON W.T.C.	11 dos.	2472	49
(29) Man	10 Pin	11433	1203
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(13) - RJ Sangolers	6 ctyp	556	67
(432) Daytan	pooctus	13375	67
43 Dollinglo	129 Pcs	10608	666
DOIGE	15 PC	362	27
(4380 Altransfort	202 Co,	3019	47
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4590 617	18G.	6030	860
80. Ea. 6. p. 12			

Defendant's Exhibit H (Short-Shipped Cargo—Nederburg [To be Shipped on Next Vessel])

[PHOTOSTATS]

(Opposite)

SA hediling to Levante

XCT 96 K	opel 35 sele	· butat wart	35195	1865
XCT III Tel			28387	5058
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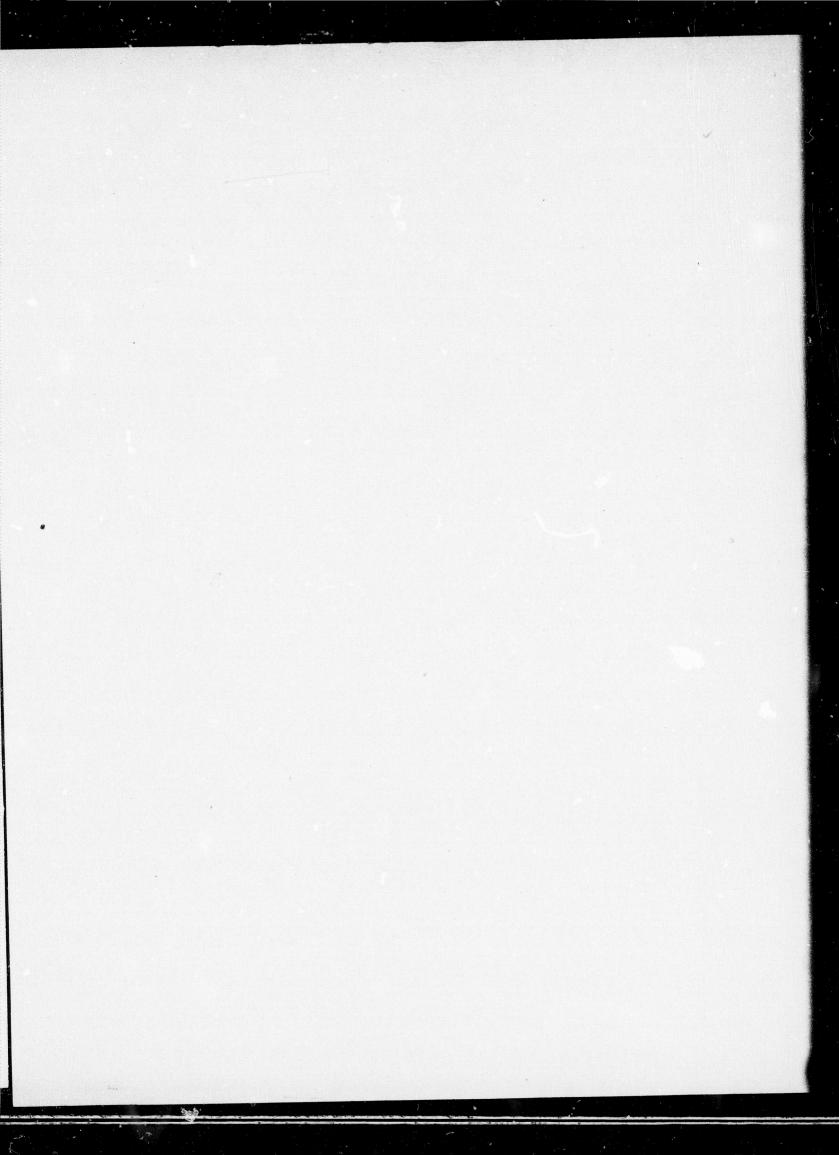
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Det H in E vid 3/23/76 HB

Defendant's Exhibit I (South African Marine's Manifest—Sheet No. 18— Nederburg)

[PHOTOSTAT]

(Opposite)



SOUTH AFRICAN MARINE CORPORAT

	ENERAL MANIFEST OF NEI	DEKBURG		"VOYAGE NO	28 MASTER_
	ROM NEW YORK		то	DURBAN	SAILED
B/L NO.	SHIPPERS	MARKS & NUMBERS	Pr.GS.	CONTENTS	DEADWEIGH LBS. (KILOS)
65	MOBIL GIL/MOBI L SALES INTL	RBAN SAUK-3		CASE INDUSTRIAL I	MA 15 (69 URCH PCT/
		40401-KU 1			URCH PAYT
66	SHARGN CONTIN	E ELGIE & COM		11 TW. CTNS & 1 ATE OPTICAL MACH	CR 45
	NTAL	ANY PO BOX 899 54-55 G RDINER ST D RBAN SOUTH	A	ERY & ACCESSORIE	SURCH PCT
		FRICA 403M 91M 290M 25 M 288M 287M 286M	2		SURCH PAY
67	JONATHAN BRAN	OL MAXFRANK (Y) LIMITED OHANNESBUR SOUTH AFRI	G	5 PEN SETS	SURCH PC
6	8 OWENS ILLING	IS LEVERS MAY N WHARF DI AN CHS 24	URB	BCXES PLASTIC (BCTTLE CAPS)	CAPS 2 SURCH PC
	D. Ex.I				

ION LTD.

CAPT.

18

SHEET NO.

D. EX I 3-19-76,

	4	71.	
3/	221	74	

3/22	/14				
FREIGH	T BASIS		FREIG	энт	CONSIGNEE AND
MEAS. CUFT.	WEIGHT LBS.	RATE	PREPAID	PAYABLE DEST.	CLEARING AGENT
(CU.METER)	151.	152.00		44.00	MOBIL REFINING CO SOUTHERN A
) R* 0.*		20.00		8-80	FR PTY LTD PG BOX 956 DURBAN
N* 0-*		17.00		1.15	SO AFR NTFY S
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۰0 ≠ ار	*	17.00	161.9	3	
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MINIMUM	TOTAL F	REIGHT	55.	35	
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	0.≄	17-	.00	78-0	63 F SOUTH AFRICA NTFY UNILEVER JELIDA GIBBS (
	TOTAL	FRE IGH	T	555•	PTY) LIMITED P O BGX 1029 DUR BAN REP OF SOU TH AFRICA



Defendant's Exhibit J (Shut-Out Cargo—Weltureden)

[PHOTOSTAT]

(Opposite)



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I.T.O.'s Exhibit A

(Freight Forwarder's File Copy of the Bill of Lading Showing the Morgenster as the Carrying Vessel)

[PHOTOSTATS]

(Opposite)

3RD PD BX A EVD

SOUTH AFRICAN MARINE CORPORATION (N.Y.), as Agents 3-18-76 SHIPPER/EXPORTER EXPORT REFERENCES SHERON CONTINENTAL 40 HUMBOLDT ST. ROCHESTER, NEW YORK FORWARDING AGENT, REFERENCES COPELAND SETIPPING INC. 11321-02 SUBSIDIARY: JET AIR FREIGHT - PMC 91036 - 9760 # CONSIGNEE CROER OF SHIPPER 248-06 ROCKAWAY BIND. . JAMAICA, N.Y 11423 (212) & POINT AND COUNTRY OF CRIGIN DOMESTIC ROUTING/EXPORT INSTRUCTIONS ELETE & COMPANY P.O. BOX 1899 DURBAN PIER BKLYN ARMY TERMINAL ONWARD INLAND ROUTING SO. AFR. MORGENSTERN 3/15 NEW YORK FOR TRANSSHIPMENT TO PORT OF DISCHARGE Spaces above are for shippers' memoranda—not part of bill of lading PARTICULARS FURNISHED BY SHIPPER MEASUREMENT GROSS WEIGHT DESCRIPTION OF PACKAGES AND GOODS NO. OF PKGS. MARKS AND NUMBERS ELGIE & COMPANY PO BOX 1899 54-55 GARDINER ST DURBAN 381 TW.CTNS:) OPTICAL MACHINERY & 4512 CRATE:): AECESSORIES. SOUTH AFRICA 403M, 291M, 290 289M, 288M, 287 L/C# FB 1396 "FRE IGHT PREPAID" ON BOARD SOUTH AFRICA These Commodities Licensed by the U.S. for Ultimate Destination. Diversion Contrary to U.S. Law Prohibited. *as identified on the reverse side and referred to herein as "the carrier." Neither South African Marine Corporation (N.Y.), nor any other person, firm or corporation other than the carrier, whether or not its name is stated elsewhere herein, assumes any of the duties, responsibilities and liabilities stated herein as being those of the carrier. Ship operated for account of:-> (See on reverse side) In witness whereof 3 (Three) Bills of Lading, all of the same tenor have been signed, one of which being accomplished the others to stand void. FREIGHT: per 40 cu. ft. \$ Month B/L No. per 40 cu. ft. \$ per 2240 lbs. \$ @ per 2240 lbs. \$ DATED AT PORT OF LOADING SHOWN ABOVE FOR AND ON BEHALF OF MASTER By TOTAL FREIGHT \$ AS AGENTS ONLY ITO Ex A-1

Pr t

SOUTH AFRICAN MARINE CORPORATION, LTD. (Carrier No. 1) SPRINGBOK LINE, LTD. (Carrier No. 2) SPRINGBOK SHIPPING COMPANY, LTD. (Carrier No. 3)

B. P. CENTRE. THIBAULT SQUARE, CAPETOWN REPUBLIC OF SOUTH AFRICA

GENERAL AGENTS

IN U.S.A.:

SOUTH AFRICAN MARINE CORPORATION (N.Y.) 17 BATTERY PLACE **NEW YORK, N. Y. 10004**

Telegrams: "Safmarco, New York"

SHORT FORM BILL OF LADING

RECEIVED the goods, or packages said to contain goods herein mentioned, in apparent good order and condition unless otherwise indicated to be transported and delivered or transhipped as herein provided.

Tn', Short Form Bill of Lading is issued for the shipper's convenience and at its request, instead of the carrier's regular form of ll of Lading. It shall have the effect subject to the provisions of the U.S. Carriage of Goods by Sea Act, 1936, or of the Carriage of Goods by Sea or similar Act in force in the locality where this Bill of Lading is issued.

All the terms of the carrier's regular form of Bill of Lading are incorporated herein with like force and effect as if they were written at length herein. A copy of such Bill of Lading is on file with the Federal Maritime Commission of the U.S.A. and may be obtained from the carrier, it's agents or the master.

Particular attention is called to the following provisions in the Carrier's Regular Form Bill of Lading:

The vessel, with any part of the goods on board, either before or after proceeding toward the port of discharge and for any purpose whatever that the master may consider advisable, may stay in port, adjust compasses, dock, go on ways or to repair yards, shift berths, lie on the bottom in berth, move from place to place in any port, take fuel or stores, load or discharge cargo, sail without pilots, tow and assist vessels or be towed, save life, property of the carrier or others, proceed via the Panama Canal and/or Straits of Magellan and/or Cape Horn and/or Suez Canal and/or Cape of Good Hope or otherwise by any route or through any waters whatever. The vessel may omit calling at any port, whether scheduled or not, may deviate from, or change the advertised, usual, geographical or intended route at any stage of the voyage and may proceed beyond or in a contrary direction to or outside the usual route to the port of discharge and may proceed to and stay at and load or discharge at any place whatever, as inducements may offer, backwards or forwards, once or oftener, and may load, carry or discharge cargo at, for or between intermediate or other ports, whether on this voyage or a preceding or subsequent voyage, even though two or more of such voyages may overlap. Any such procedure shall be considered within the voyage herein intended as fully as if specifically described herein. The vessel, with any part of the goods on board, either before or after proceeding toward the port of discharge and for

Without limitation of any other provision herein, in any situation whatever or wherever occuring and whether existing or anticipated before commencement of, or during the voyage, which, in the judgment of the carrier is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to, or loss of the ship or any part of the cargo or to make it unsafe, imprudent or unlawful for any reason to commence or continue the voyage, or to give rise to delay or difficulty in arriving, entering, discharging at or leaving the port of discharge or the usual or intended place of discharge in such port, the arriving, entering, discharging at or leaving the port of discharge or the usual or intended place of discharge in such port, the arriving, entering, discharging at or leaving the goods at port of shipment and on their failure to do so, may warehouse other person entitled thereto, to take delivery of the goods at port of shipment and on their failure to do so, may warehouse of the goods at their risk and expense; or the carrier, whether or not proceeding toward or attempting to enter the port of discharge, may proceed by any route or return directly or indirectly to or stop at such other port or place whatever as the discharge the goods at any place he may select there, or the carrier may retain the cargo on board until a return trip or until such time as the carrier thinks advisable and discharge the goods at any place whatever as herein provided, or the carrier may discharge and forward the goods by any means whatever, all at the risk and expense of the goods. The carrier is not required to give notice of discharge or forwarding. Whenever the goods are discharged from the ship they shall be at their own risk and to give notice of discharge or forwarding. Whenever the goods are discharged from the ship they shall be at their own risk and to give notice of discharge or forwarding. Whenever the goods are discharged from the ship they shall be at their own risk and to give notice of discharge or for

Full freight to port of discharge named herein shall be considered completely earned on receipt of the goods by the carrier, whether the freight be stated or intended to be prepaid or to be collected at destination; and the carrier shall be entitled absolutely to all freight and all charges due hereunder, whether actually paid or not, and to receive and retain them under all circumstances whatever, ship and/or cargo lost or not lost. Freight is payable to ship's agent by transferable currency. Rate of exchange for payment of freight will be the applicable Bank T/T selling rate on New York prevailing on date of payment or on date of vessel's arrival at the port of discharge whichever date is earlier.

All agreements or freight engagements for shipment of goods are superseded by this Bill of Lading and all its terms, whether written, typed, stamped or printed, or incorporated by reference are agreed by this bill of Lading and to govern the relations, whatever they may be, between those included in the words "shipper" and "carrier" as defined in the carrier's regular form of Bill of Lading. One signed Bill of Lading duly endorsed, will be surrendered, if requested, to the agent of the vessel at port of discharge in exchange for delivery order.

(CONTINUED ON REVERSE SIDE)

ITO EXA-Z

300 PD BX A EVD

SOUTH AFRICAN MAKINE CO			DOCUMENT NO.	•	87
SHERON CONTINE 40 HUMBOLDT ST ROCHESTER, NEW			EXPORT REFERENCES		
ORDER OF SHIPPER		FORMA ADING AGENT, REFI (OPELAND SET SUBSIDIARY: JET AL 248-06 ROCKAWAY EL	IPPING INC. I	1321-02 1096—19960 11423 (212)	
			POINT AND COUNTRY OF O	RIGIN	
FLOIE & COMPAN P.O. BOX 1899 DURBAN	Y		DOMESTIC ROUTING/EXPO	RT INSTRUCTIONS	
BKLYN ARMY TER	MINAL				
30 m menoralis 37 . 7		PORT OF LOADING NEW YORK	ONWARD INLAND ROUTING		
T OF DISCHARGE DURBAN			Spaces above are for shippers' memor		flading
		PARTICULARS FUR	NISHED BY SHIPPER		
MARKS AND NUMBERS	MO. OF PKGS.	DESCRIPTION OF	PACKAGES AND GOODS	-GROSS WEIGHT	MEASUR
ELSIE & COMPAI PO BOX 1899 54-55 GARDINE DURBAN SOUTH AFRICA 403M, 291M, 290 289M, 288M, 287 286M,	X 51	TW.CTNS:) OPT I CRATE:): ABS	CAL MACHINERY & 'ESSORIES.	4512	38
		ea'. (E IGHT PREPAID" ON BOARD		
These Commodifies Diversion Cor trary	Licensed by the U.S. Law P	G-DEST. 10 U. S. for Ultimate Destired.	SOUTH AFRICA		
person, firm or corpresponsibilities and I	poration other iabilities stated	than the carrier, whether herein as being those of the for account of: ->		where determ, assumes an	y or are do
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@ per 40 cu. ft. 5					*
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@t	•••	\$		ON REHALF OF MASTER	
@	•••	\$ \$			

I.T.O.'s Exhibit B (Delivery Instructions for the Morgenster)

[PHOTOSTAT]

(Opposite)

DELIVERY INSTRUCTIONS 34 PD. 67 B

SHEIRIN CONTINENTAL P.O. DEX 33! ROCHESTER, NEW YORK COMBIGHEE COPELAND SHIPPING INC., 11321-02 FOINT AND COUNTRY OF ORIGIN DOMESTIC ROUTING/EXPORT INSTRUCTIONS COTY TRUCKERS/ ON HAND NO. NIA.870 PIER OR AIRPORT EXPORT WG CARRIER I YOSSE/L/AILING ON REF. MO ROENSTERN 3/15 AIR/SEA PORT OF DISCHARGE FOR TRANSMIPMENT TO DURBAN MARKS AND NUMBERS NO. OF PKGS. DESCRIPTION OF PACKAGES AND GOODS GROSS WEIGHT MEASUREME LGIE & COMPANY O. BOX 1899 II TW. CTNS:/OPT ICAL MACHINERY & 1512 38/ DUTBAN SUITBAN SOUTH AFRICA	·	Auto Valence	DOCUMENT NO.		3-19-4
SHAPEN CENT INC. ST. N. W. YORK COPELAND SHIPPING INC., 11321-62 FORWARDING ARBERT PROPERTY COPELAND SHIPPING INC., 11321-62 COPERAND SHIPPING INC., 11321-62 COPERAND SHIPPING INC., 11321-62 COPERAND SHIPPING INC., 11321-62 COPERAND SHIPPING INC., 11321-62 COP	PPER/EXPORTER			"	goy.
COPELAND SHIPPING INC., 11321-02 PRINTY AND COUNTRY OF ORIGIN DOMESTIC ROUTING/EXPORT INSTRUCTIONS COTY TRICKE RS/ ON HAND NO. NIA. STA COTY T	SHUREN CONTINENTAL P.O. BOX 331 ROCHESTER, NEW YOR				
POINT AND COUNTRY OF ORGAN DOMESTIC ROUTING/EXPORT INSTRUCTIONS COTY TRUCKERS/ ON HAND NO. NIA.870 COTY TRUCKERS/ ON HAND NIA.870 COTY TRU			FORWARDING AGENT - REFERENCES		
DOMESTIC ROUTING/EXPORT INSTRUCTIONS COTY TRUCKE RS/ ON HAND NO. NIA. 870 COTY TRUCKE RS/ ON HAND NO. NIA.			COPELAND SHIPPIN	G INC., 113	21-02
COTY TRUCKERS/ ON HAND NO. NIA. 370 PIER OR AIRPORT DESCRIPTION BKL YN ARMY BASE EMPORTING CARRIER (Vessel) AIRTHORY O. REFR. MO ROSENSTE IN 3/5 NEW YORK MARIS AND HUMBERS NO. OF PROS. DESCRIPTION OF PACKAGES AND GOODS GROSS WEIGHT MEASUREM MARIS AND HUMBERS NO. OF PROS. DESCRIPTION OF PACKAGES AND GOODS GROSS WEIGHT MEASUREM DESCRIPTION OF PACKAGES AND GOODS GROSS WEIGHT MEASUREM O. BOX 1899 II TW. CTNS:/OFT ICAL MACHINERY & 4512 38/ UFBAN OSTH, 29 IM, 29 OM, 89 M, 28 M, 28 M, 88 M,			POINT AND COUNTRY OF ORIGIN	•	
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I.T.O.'S Exhibit C (Shipper's Export Declaration)

[PHOTOSTATS]

2. EXPORTER (Principal or Selier-licensee and address)		S. DOCUMENT NO.					
SHEREN CONTINENTAL. 40 HIMBOLDT ST. ROCHESTER, NEW YORK	, d	EXPORT REFERENCES			DISTRICT PORT	FLAG	COUNTRY
ONDER OF SHIPPER	. 000	COPELAND SEIIPPING INC. 11321-02 SUBSIDIARY: JET AIR FREIGHT—FMC #1055 FMC #32 248 06 ROCKAWAY BLVD. JAMAICA, N.Y. 11423 (212) 801-2	SIG INC. () RG INC. () RGHTFMC #10 RAMATCA, N.Y. 11	321-02 86 FMC #92 423 (212) 841-22	C Cust	oms Authentication (For customs use only) METHOD OF TRANSPORTATION (Check one)	use only)
	,	POINT AND COUNTRY OF ORIGIN			O AIR	OTHER (Specify)	ily)
4. NOTIFY PARTY/INTERMEDIATE CONSIGNEE (Name and address) ELGIE & COMPANY P.O. BOX 1899 DUNDAN		9. DOMESTIC ROUTING/EXPORT INSTRUCTIONS	*NOI		address if the address if the 27. DATE OF EXP	26. ULTIMATE CONSIGNEE (Give name and address if this party is not shown in item 3) address to this party is not shown in item 3.2. DATE OF EXPORTATION (not required for	ne and n in item 3) uired for
10. PIER OR AIRPORT					vessel shipm	Dessel shipments) 28. PLACE AND COUNTRY OF ULTIMATE	ATE
11. EXPORT CARRIER (Vessel/airline, name and 11. PORT OF LOADING		IB. ONWARD INLAND ROUTING			DECLARATION Should be made b	DECLARATION DECLARATION DECLARATION About be made by authorized officer or employee A strong or formarding nearly of exporter.	or employe
13. FOREIGN PORT OF UNLOADING (Vessel and air 14. FOR TRANSSHIPMENT TO ONLY INTERANS	NSSH:PMENT TO				-	POWER OF ATTORNEY (see reverse side)	value)
BERS NO. OF PKGS.	N OF COMMODITIES IN Schedule I on date (or General License symbol and Sec instruction IV	DESCRIPTION OF COMMODITIES IN Schedule B detail, with export license number and expiration, date (or General License symbol) below description of each item. See insignation IV on reverse side.	GROSS WEIGHT (Pounds)	MENT	SCHEDULE B COMMODITY NO.	(State unit)	(Nearess dollar)
	(81)		(8)	(50)			
FLORE'S COMPANY FOREX 1899 SH-57 GARD INER ST DURBAN. SOUTH AFRICA	TW.CTNS:) OFFICAL MACHINERY CHATE:) YEARTSSORIES.	MACHINERY & RIES.	4512	381	D 7185230	0	20016
103M, 291M, 5 289M, 286M, 2, 1M	1/c# FB 1396						
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G-DEST. These Commodifies Liconsed by 15 U.S. for Ultimate Destination. Diversion Contrary to U.S. Low Prohibited.	G-DEST. or Ukinate Destinetion —	SOUTH AFRICA	SI POW	AND HEE THIS AREA	30. 1 certify the	t all statements an	d informatio
CONFIDENTIAL—For use solely for official purposes authorized by the Secretary of Commerce. Use for anathorized purposes confidential for official properties of 1969, P.L. 91—184. is not permitted (Title 15 Sec 10 91(a), C.E.R. Section 7(c) Eropit Administration Aut of 1969, P.L. 91—184. EXPORT SHIPMENTS ARE SUBJECT TO U.S. CUSTOMS INSPECTION	d by the Secretary of Commerce & Section 7(c) Export Administ CUSTOMS INSPECTION	. Use for unauthorized purposes tration Act of 1969, P.L. 91-184.	SO TON OO	HIIS AKEA	true	contained in this export declaration are true and correct.	aration are
27 KO 840	and o	3-10-21 6-				PRESENT LIBERTY	7. 17.00

The Undersigned Hereby Authorizes
To act as Forwarding Agent for Export Control and Customs Purposes

(Duly Authorized Officer or Employee)

INSTRUCTIONS FOR THE USE OF THE SHIPPER'S DECLARATION Commerce Form 7525-V-Alternate (Intermodal) This is an Alternate Form Which May Be Used in Lieu of Commerce Forms 7525-V and 7525-V-Alternate (Follow Carefully to Avoid Delay at Shipping Point)

1. PROVISIONS OF LAW AND REGULATIONS

(a) Vessels shall not be cleared for foreign ports until export declarations covering the cargo, or its parts, have been delivered to the Customs at the point of exportation by the owners, shippers, or consignors thereof. Similar provisions apply to exportations by rail, air, vehicle, or ferry. A declaration shall not be used to effect any exportation after the expiration date of the export license referred to therein except as specifically authorized by export regulations.

owners, shippers, or consignors interest, similar protation after the expiration date of the export license referred to therein except as specifically authorized by export regulations.

(b) A declaration presented to a Director of Customs or Postmaster and used to effect an exportation of any commodity for which a validated export license or a general license is required constitutes a representation by the exporter (1) that all statements made and information set forth in the declaration have been furnished by him or on his behalf for the purpose of effecting an exportation in accordance with the export control regulations; (2) that the exportation of the commodity described in the declaration is authorized under the general or validated export license identified in the declaration, (3) that the statements contained in the declaration nare identical in all respects with the contents of the validated export license or the terms, provisions, and conditions of the applicable representation and provisions, and conditions of the exportation exportance and (4) that all other terms, provisions, and conditions of the exportation provisions and conditions of the exportation of the exportation provisions, and conditions of the exportation of the exportation and the exportation of the exportation and the exportation and the exportation of the exportation and the exportation and the exportation of the export control regulations applicable to the exportation have been met.

(c) It is unlawful under United States, knowingly to make any false or misleading representation, statement, or certification, or to falsily or conceal any material fact, whether directly to the Bureau of International Commerce, the Bureau of the Census, any district directly to the Bureau of International Commerce, the Bureau of the Census, any district directly to the Bureau of International Commerce, the Bureau of the Census, any other person of free and provided the caport control and the fine of any other person of any states, or underted the functi

Support to annume, detention, condemnation, and sale under the Act of June 15, 1917, Ch. 30, Tile V1, See 1, 40 Star 123, 22 U.S. CS. et. 401, as a mended.

On a criminal affente for any person to knowingly make to the Bureau of the Census or the Bureau of Information on Commerce any false or misleading statement or representation relating to information on the Shipper's Export Declaration, subject to a maximum penalty of \$10,000 fine or imprisonment for 5 years or both (18 U.S.C. Sec. 1001).

(f) Shipper's Export Declarations must also be filed for shipments between the United States and Puerto Rieto and Irom the United States or Puerto Rico to American Samon and the Virgin Islands of the United States.

(g) For instructions regarding the use of this form for parcel post exportations, securrent United States and Thomasser (e.g.) For instructions regarding the use of this form for parcel post exportations, securrent United States of States and Thomasser Form 1535—V—

Marchael by the Postmasser to Export Do., unmail of the Postmasser Form 1535—V—

Marchael States Post Activation must be made in triplicate for shipments by vessel, air, rial, car, vehicle, and ferry for all merchandise shipped to foreign countries, including Canada where that country is not the final destination. For shipments finally destined to Canada, and between the United States and Puerto Rico and from the United States or Puerto Rico and from the United States or Puerto Rico and from the United States or Puerto Rico and from the United States for Puerto Rico and from the United States or Puerto Rico and from the United States for Puerto Rico and from the United States for or States for shapments to foreign country to another in lieu thereof. "Shipper's Export Declaration for Instantial Conditions on Commerce Form 7313 should be filed.)

(b) For shipments to foreign country of the support of the Canada, and between the United States and the Capacity of the support of the Capacity of the support (secretary, export manager, etc.) must be set o

aboard each such rail car, truck, or other vehicle.

(g) Shipper's Export Declarations are for use solely for official purposes authorized by the Secretary of Commerce. Use for unauthorized purposes is not permitted. In the accordance with the provisions of the Export Administration Act and the Foreign Trade Statistics Regulations information from export declarations will be published or disclosed only when the Secretary has determined that the withholding thereof is contrary to the national interest.

81. EXPLANATION OF TERMS

Item 2. "Exporter"—Exporter named shall be the licensee named in the validated export license or person entitled to make the exportation under applicable general license in conformity with export control regulations.

Item 3. "Consigned to"—Ultimate consignee (whether by sale in the United States or abroad or by consignment) shall be person named as such in validated export license or authorized to act as such under applicable general license in conformity with export control regulations. If ultimate consignee is not the same as "Notify Party," ultimate consignee shall be belown in Item 26.

Item 4. "Notify Party/Intermediate Consignee"—Intermediate consignee shall be person named as such in validated export license or authorized to act as such under applicable general license and in conformity with export control regulations. If none, state "none." Intermediate consignee should be inserted, if known at the time of authentication.

Item 7. "Foreyarding Agent"—State name and address of duly authorized forwarding

applicable general license and in conformity with export control regulations. It most state "mone." Intermediate consignee should be inserted, if known at the time of authentication.

**Item 7. "Forwarding Agent" — State name and address of duly authorized forwarding agent of named exporter. See paragraph II (c).

**Items 10 and 11. "Pier or Airport" and "Exporting Carrier" — If vessel, give name, flag, and number or name of pier at which the goods are to be laden. If air, give name of airline and surport of lading, If vehicle or ferry, give name and identify it by number or other available designation.

**Items 10 Schedule D. Code Classification of United States Customs port of exportation in terms of Schedule D. Code Classification of United States Customs port of exportation in terms of Schedule D. Code Classification of United States Customs port of exportation in terms of Schedule D. Code Classification of United States Customs port of exportation in terms of Schedule D. Code Classification of United States Customs port of exportation in terms of Schedule D. Code Classification of United States Customs port of exportation in terms of Schedule D. Code Classification of United States Customs port of exportation in terms of Schedule D. Code Classification of United States Customs Districts and Ports.

**Item 13. "Foreign Port of Unidending" — Foreign port of unbanding (i.e., foreign port at which the merchandise will be enabled from the exporting carrier specified in term 11 should be shown for vessel and six, shipments only.

**Item 14. "For Transhipment to"—This item is for the convenience of the transportation company, to be inspired if desired.

**V.DESCERPTION OF ABSTELLES, QUANTITIES, AND VALUES

**Column 15 Insert the number and kinds of peckages, description of commodities, export license number and expiration date, or General License symbol.

**Column 15 Insert the number and capitation date, or General License symbol.

**Column 15 Insert the number and capitation under or General License or with the

bible.

Masser 19. Insert gross weight in pounds for vessel and air shipments only. If shippin
it is not available for each Schedule B item listed in column (22) includeble note
i packages, insert the approximate gross weight for each Schedule B item. The tot
use estimated weights should equal the actual weight of the entire package of

Column 20. This item is for the conveni

Column 20. This nerm is fer the convenience of the transportation company, to be inserted if desired.

Column 21. Designate foreign merchandise (reexports) with an "F" and exports of domestic merchandise produced in the United States or changed in condition in the United States with a "D." Exports of domestic merchandise include commodities which are the growth, produce, or manufacture of the United States. Exports of foreign merchandise include commodities of foreign origin which entered the United States as imports, and which, at the time of exportation, are in the same condition as when imported. Commodities of foreign origin which have been changed in the United States from the form in which they were imported, or which have been enhanced in value by dather menufacture in the Liasierd States, are considered as "domestic" commodities.

The above definition of the distinction between domestic and foreign merchandise is intended only for user in reporting column (21) on this export declaration and is intended for statistical purposes only.

Column 22. Insert Schedule B commodity code number. (See Instruction VIII(a) below.)

To have 22. Insert Schedule B commodity code number. (See Instruction VII(a) below.)

Cohema 22. Insert the net quantity in Schedule B unit. State the unit of quantity shown, i.e., pounds, square yards, etc.

Cohema 44. Insert the dodlar value at time and place of export. Value stated should be the selling price, or cost if not sold, including inland freight, insurance, and other charges to border point, seaport, or exporting airport. Ocean freight, marine insurance, and other charges incurred beyond the by.S. port of exportation should be excluded. (Value should be shown to the nearest whole dollar ownstring cent figures.)

Inom 25. "Method of Tignsportation"—Check whether exported by vessel (including ferry), air, or other means of transportation. If "Other," specify i.e., rail, truck, etc.

Inom 26. "Ultimate Consignee"—To be filled in only if the person named in stem 3 is not the true ultimate consignee as defined in the instructions for item 3 above.

Item 27. "Date of Exportation"—To be inserted by the Collector of Customs.

Item 27. "Date of Exportation"—To be inserted by the Collector of Customs.

Item 27. "Date of Exportation"—To be inserted by the Collector of Customs.

Item 27. "Date of Exportation in "To be inserted by the Collector of Customs.

Item 27. "Date of Exportation in the prace of transshipment, should be shown in the space provided.

Special care should be taken to give the final place and country of destination for goods shapped through Canada. United Kingdom, Canal Zone, Chile, Peru, or other seaboard countries for transshipment to other countries, such as through Chile or Peru, destined for Bolivia.

shipped through Canada, United Kingdom, Canal Zone, Chile, Peru, or other seasonard countries for transhipment to other countries, such as through Chile or Peru, destined for Bolivia.

V. SIGNATURES

Nems 29 and 30. See paragraphs II(b) and II(c) of these instructions.

VI. FORDIGN TRADE STATISTICS REGULATIONS—EXPORT

CONTROL REGULATIONS

For more detailed information regarding the preparation of the export declaration, refer to the Foreign Trade Statistics Regulations (Title 15, Chapter 1, Part 30, Code of Foderal Regulations). Information concerning export control laws and regulations may be obtained from the Bureau of International Commerce, Washington, D.C. 20230. or from Department of Commerce Field Offices.

VII. SCREDULE B AND BLANKS

(a) Schedule B, "Statistical Classification of Domestic and Foreign Commodities Exgoried from the United States" may be purchased from the Superintendent of Documents, Government Printing Office, Washington, D.C. 20402, local Directors of Customs, and the Department of Commerce Field Offices.

(b) The Alternate Shipper's Export Declaration blanks, Commerce Forms 7525-V-Alternate (Intermodal) are not available at the U.S. Government sales offices Sample copies of the official Alternate forms may be obtained from the Bureau of the Census, Wighlington, D.C. 20233. Alternate forms, printed by private parties, must conform to thereficial form (including instructions) in size, mording, color and quality (weight) of pager, and arrangement. An authenticated Shipper's Export Declaration may not be reproduced in any form.

J 614a

I.T.O.'s Exhibit D (Shipper's Inter-Model Export Master)

[Рнотовтат]

(Opposite)

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INTERMODAL EXPORT MASTER SET 312 P.D. EX. D

DO NOT USE THIS AREA

T. FORWARDING AGENT (Name and address COPE.I.AND SHIPPIL CS SUBSIDIARY, JET AIR FREIGH 248-06 ROCKAWAY BLVD. • JAIN 6. FOINT AND COUNTRY OF ORIGIN 6. FOINT AND COUNTRY OF ORIGIN 7. FORWARD INLAND ROUTING FROM THE COUNTRY OF ORIGIN 7. FORWARD INLAND ROUTING REPORT INSTAUCTION OF COMMODITES in Schedule B detail, with export license number expiration date (or General License symbol) below description of each life (C# FB 1396 C#	2-11/10	10 01	Cations Authemication (For customs use only) Cations Last 132 -O2 132 -O2	address if this party is not shown in item 3) 27. DATE OF EXPORTATION (not required for	28. PLACE AND COUNTRY OF ULTIMATE ULTIMA	DECLARATION , S. AT RICA BECLARATION about de made by authorized officer or employer of pragading agent of exporter.	29. POWER OF ATTORNEY (see revel	MENT	ì —	4512 381 D 7185220 20016.29				DO NOT USE THIS AREA 30. I certify that all statements and information contained in this export declaration are	true and correct.	Sample Contraction Contraction (Pages)
TW. CT. 8: DEFT CALINST TW. CT. 8: DEFT CALINST TW. CT. 8: XRA CT. CALINST ON G-DEST. G-DES	B. DOCUMENT NO.		COPELAND SHIPPII 5 IN SUBSIDIARY: JET AIR FREIGHT— 248-06 ROCKAWAY BLVD. JAMAIC 6. POINT AND COUNTRY OF ORIGIN	9. DOMESTIC ROUTING/EXPORT INSTRUCTIONS		15. ONWARD INLAND ROUTING						SOAND				O/G ANI
	2. EXPORTER (Principal or Seller-licensee and address)			ELGIE & COMPANY P.O. BOX 1899 DURBAN		3/15 NEW YORK		DESCRIPTION OF COMMODITIES in Schuand expiration date (or General License Sec instruction		TW. CTSE:) OFT ICAL	L/G# FB 1396	AT TO SERVICE	G-DEST. U. S. for Ultimate Destination Shibited.	D/R B/CON	/INST	

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tetentions lasting a game in nuts or more at cost plus insurance; but the Contractor must make a similar causes shall be not for interruptions of this plan in the cost of floating or there examines or derricks during idle time.

The cost of floating or there exames or derricks during idle time.

I.T.O.'s Exhibit E (Non-Negotiable Copy of the Bill of Lading)

[PHOTOSTATS]

THE PROPERTY OF THE PROPERTY O	J DOCUMENT NO.	PREXE E	UD.
SOUTH AF	UNAL UKAIIUN (N.Y.), as	Agents 3-19	76 g
R/EXPORTER	DOCUMENT NO.		
SHERON CONTINENTAL TO HUMBOLDT ST. ROCHESTER, NEW YORK	EXPORT REFERENCES		
OCHESTER, NEW TORK	FORWARDING AGENT, REFERENCE	CES	
DER OF SHIPPER	COPELAND STEPPE SUBSIDIARY JET AIR FR	NG INC. 113	21-02 1 1210 #3 12 (212) 84
	DOMESTIC ROUTING/EXPORT IN	STRUCTIONS	
ELGIE & COMPANY P.O. BOX 1899 DURBAN			
AND A DRIVETE BALIRG			
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SO AFR MORCENSTERN 3/15 FOR TRANSSHIPM	ENT TO Spaces above are for shippers' memora	anda-not part of bill of la	ding
DURBAN	RS FURNISHED BY SHIPPER		
	ION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASURE
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* * * *	"FREIGHT PREPAID" ON BOARD		
These Commodities Licensed by the U.S. for Ultimate Diversion Contrary to U.S. Law Prohibited.		200	
*as identified on the reverse side and referred to herein a person, firm or corporation other than the carrier, responsibilities and liabilities scated herein as being the Ship operated for account of (See on reverse side)	ose of the carrier,		
FREIGHT:	In witness whereof 3 (Three) Bills of been signed, one of which being acc	complished the others	to stand vo
@ per 40 cu. ft. \$	B/L No. Month		ear: 19
@ per 40 cu. ft. \$	B/C NO.		1.
@ per 2240 lbs. \$			
@ per 2240 lbs. \$	DATED AT PORT OF LOADING	SHOWN ABOVE	
@ \$	FOR AND ON	BEHALF OF MASTER	
	FOR AND ON		
TOTAL FREIGHT \$	By		

SOUTH AFRICAN MARINE COLL

SPRINGBOK LINE, LTD. (Carrier No. 2) SPRINGBOK SHIPPING COMPANY, LTD. (Carrier No. 3)

B. P. CENTRE,
THIBAULT SQUARE, CAPETOWN
REPUBLIC OF SOUTH AFRICA

GENERAL AGENTS

IN U.S.A.:

SOUTH AFRICAN MARINE CORPORATION (N.Y.)

17 EATTERY PLACE

NEW YORK, N. Y. 10004

Telegrams: "Safmarco, New York"

SHORT FORM BILL OF LADING

RECEIVED the goods, or packages said to contain goods herein mentioned, in apparent good order and condition unless otherwise indicated to be transported and delivered or transhipped as herein provided.

This Short Form Bill of Lading is issued for the shipper's convenience and at its request, instead of the carrier's regular form of Bill of Lading. It shall have the effect subject to the provisions of the U.S. Carriage of Goods by Sea Act, 1936, or of the Carriage of Goods by Sea or similar Act in force in the locality where this Bill of Lading is issued.

All the terms of the carrier's regular form of Bill of Lading are incorporated herein with like force and effect as if they were written at length herein. A copy of such Bill of Lading is on file with the Federal Maritime Commission of the U.S.A. and may be obtained from the carrier, it's agents or the master.

Particular attention's called to the following provisions in the Carrier's Regular Form Bill of Lading:

The vessel, with any part of the goods on board, either before or after proceeding toward the port of discharge and for any purpose whatever that the master may consider advisable, may stay in port, adjust compasses, dock, go on ways or to repair yards, shift berths, he on the bottom in berth, move from place to place in any port, take fuel or stores, load or discharge cargo, sail without pilots, tow and assist vessels or be towed, save life, property of the carrier or others, proceed via the Panama Canal and/or Straits of Magellan and/or Cape Horn and/or Suez Canal and/or Cape of Good Hope or otherwise by any route or through any waters whatever. The vessel may omit calling at any port, whether scheduled or not, may deviate from, or change the advertised, usual, geographical or intended route at any stage of the voyage and may proceed beyond or in a contrary direction to or outside the usual route to the port of discharge and may proceed to and stay at and load or discharge at any place whatever, as inducements may offer, backwards or forwards, once or oftener, and may load, carry or discharge cargo at, for or between intermediate or other ports, whether on this voyage or a preceding or subsequent voyage, even though two or more of such voyages may overlap. Any such procedure shall be considered within the voyage herein intended as fully as if specifically described herein.

Without limitation of any other provision herein, in any situation whatever or wherever occuring and whether existing or anticipated before commencement of, or during the voyage, which, in the judgment of the carrier is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to, or loss of the ship or any part of the cargo or to make it unsafe, imprudent or unlawful for any reason to commence or continue the voyage, or to give rise to delay or difficulty in arriving, entering, discharging at or leaving the port of discharge or the usual or intended place of discharge in such port, the carrier may decline to load, or before or after loading or before the commencement of the voyage may require the shipper or other person entitled thereto, to take delivery of the goods at port of shipment and on their failure to do so, may warehouse the goods at their risk and expense; or the carrier, whether or not proceeding toward or attempting to enter the port of discharge, may proceed by any route or return directly or indirectly to or stop at such other port or place whatever as the discharge the goods at any place he may select there, or the carrier may retain the cargo on board until a return trip or until such time as the carrier thinks advisable and discharge the goods at any place whatever as herein provided, or the carrier may discharge and forward the goods by any means whatever, all at the risk and expense of the goods. The carrier is not required to give notice of discharge or forwarding Whenever the goods are discharged from the ship they shall be at their own risk and expense. Such discharge and forwarding Understee delivery and performance under this contract and the carrier shall be free from any further responsibility. The carrier shall be entitled to a reasonable extra compensation for any services in connection with the foregoing above the agreed freight.

Full freight to port of discharge named herein shall be considered completely earned on receipt of the goods by the carrier, whether the freight be stated or intended to be prepaid or to be collected at destination; and the carrier shall be entitled absolutely to all freight and all charges due hereunder, whether actually paid or not, and to receive and retain them under all circumstances whatever, ship and/or cargo lost or not lost. Freight is payable to ship's agent by transferable currency. Late of exchange for payment of freight will be the applicable Bank T/T selling rate on New York prevailing on date of payment or can date of vessel's arrival at the post of discharge whichever date is earlier.

All agreements or freight engagements for shipment of goods are superseded by this Bill of Lading and 'its terms, whether written, typed, stamped or printed, or incorporated by reference are agreed by the shipper to be binding and to govern the relations, whatever they may be, between these included in the words "shipper" and "carrier" as defined in the carrier's regular form of Bill of Lading. One signed Bill of Lading duly endorsed, will be surrendered, if requested, to the agent of the vessel at port of discharge in exchange for delivery order.

(CONTINUED ON REVERSE SIDE)

ITO ELE-2

I.T.O.'s Exhibit F (Cargo Stowage Plan for the S.S. Morgenster)

[PHOTOSTAT]

OVERSIZE FOLDOUT(S) FOUND HERE IN THE PRINTED EDITION OF THIS VOLUME ARE FOUND FOLLOWING THE LAST PAGE OF TEXT IN THIS MICROFICHE EDITION.

SEE FOLDOUT NO 2





I.T.O.'s Exhibit G
(Contract Between I.T.O. and the Ocean Carri

[PHOTOSTATS]

3 EMP. D. EX G IN EVD 3-19-76 87.

	randum of Agreement entered into this lat day of	
at the City	of	by and
betw	PTERNATIONAL TERMINAL OPERATING CO. INC, hereinafter	referred to as the Contractor,
and	OUTH APRICAN MARINE CORPORATION (T) hereina	fter referred to as the Carrier.
In o	consideration of the payment of the rates designated below, but subject to the term	s herein mentioned, the Con-
tractor agr	ees to stevedore the vessel(s) of the above named Carrier and perform such oth	er services as may be stated
brookly only, o for boa listed	dection with the loading and discharge of the Ca (Contract Period or Ship) In Port Authority Pier or at a mutually approved commencing on or about January 1st, 1963. Iding, including the services and facilities below: Scharging, including the services and facilities	
	below:	
a. b. c.	Asbestos, in bags	\$12.50 per ton-2240; \$11.50 per ton-2240; \$10.90 per manifest payable ton.
d.	Empty containers	\$ 0.90 per ton e2 40 ca.ft.
The ob	ove rates include the following services and	

1. Side wharfage during loading and discharging.

facilities:

 Top wharfage during receiving and loading; and during discharge and free time of five (5) business days.



- 3. Clarking, checking, watching and coopering during receiving, loading, discharge and delivery.
- 4. Opening and closing hatches.
- 5. Shift gangs as required between inshore and offshore.
- 6. Shift lighters which have been placed alongside vessel into working position, whenever possible without the use of tugs.

(1)

- 7. Rigging night tents.
- 8. Sort cargo by Bill of Lading lots.
- 9. Work two (2) gangs simultaneously in one hatch when requested, provided (i) adequate ship's gear is available and (ii) such procedure shall not increase work hazards, having due regard to hatch dimensions and the nature of the cargo to be handled.
- 10. Handling ship's lines Monday through Friday, 8/12 or 1/5;Saturdays, Sundays and Eblidays excluded.
- 11. South African Marine Corporation's Superintendent or his proper representative to be provided with suitable office space on Pier 6; Safmarine will supply the necessary furniture and equipment.
- 12. Rain tents to be supplied by Contractor at a rental charge of 620.00 per tent per day.

NOTE: Cargo manifested on a unit basis shall be charged for by the Contractor according to the number of measurement tons of 40 cubic feet or weight tons of 2240 pounds, whichever is greater.

170 Ea 6-1

1. Equipment. The Contractor will provide stevedore gear for the stevedoring of the cargoes and transport the gear to and from the pier where the vessel is berthed excepting locations inaccessible to motor trucks. The ship is to supply booms hoisted in position, adequate winches, and sufficient steam or current for their efficient operation; blocks, guys, preventers and wire or rope in good condition and of sufficient strength for falls; dunnage; hatch tents and gantlines; light for night work; tugs; derricks or cranes and slings for any cargo which cannot safely be handled by ship's gear, and hoisters or cranes in lieu of sufficient ship's winches. In the case of grain cargoes the ship is to supply bags, separation cloths and dunnage boards whenever necessary; when requested the Contractor will supply such material at current rates.

2. Adjustments in Prices. Unless otherwise noted, all rates contained herein are based on the cost of labor, insurance, etc. in effect as of the date of this contract and are subject to the employment of longshore labor at the wage scale and working conditions prevailing in the port of loading or discharging. In the event of an increase or decrease in such costs or change in the longshore labor or working conditions, whether as a result of collective bargaining agreements or of grievance machinery procedures specified in existing agreements, the Contractor's charges will, as a consequence, be proportionately

increased or decreased, retroactively if necessary.

3. Extra Labor Services. Extra labor supplied by the Contractor will be charged for at cost plus 15% and insurance.

4. Insurance. The Contractor agrees to carry, and to include in the rates set forth herein, Workmen's Compensation Insurance for the protection of its employees and Public Liability Insurance covering the Contractor's legal liability to third parties resulting from bodily injury or death caused by the negligence of its employees, when such employees are under the jurisdiction and control of the Contractor. The Contractor also agrees to include in all rates set forth herein the present cost of Federal Old Age and State Unemployment Insurance (jointly referred to as Social Security Insurance), unless the herein the present cost of Federal Old Age and State Unemployment Insurance (jointly referred to as Social Security Insurance), unless the herein the present cost of Federal Old Age and State Unemployment Insurance (jointly referred to as Social Security Insurance), unless the herein the present cost of Federal Old Age and State Unemployment Insurance (jointly referred to as Social Security Insurance).

5. Responsibility for Damage or Loss. The Contractor will be legally liable for damage to the ship and its equipment, and for damage to cargo, or loss of cargo overside, through its negligence. When such damage occurs to ship or its equipment, or where loss or damage occurs to cargo by reason of such negligence, the Ship's Officers or other authorized representatives will call this to the attention of the Contractor at the time of accident. With respect to claims for loss or damage to cargo and/or baggage, the liability of the Contractor shall be limited to physical damage caused by the negligence of the Contractor and to such claims that result from fraud on the part of employees of the Contractor engaged in the delivery, receiving and watching of cargo. The Carrier agrees to include the Contractor as an express beneficiary of the limitation-of-liability provisions of all contracts of affreightment, as evidenced by the bills of lading and/or passenger tickets, entered into by said Carrier during the effective period of this agreement. In the event that the shipper shall declare the value of the goods and that such value shall be noted on the face of the bill of lading and that said shipper shall pay or promise to pay the extra freight charges incident thereto, the Carrier agrees to indennify the Contractor to the extent of the liability in excess of \$500, per package thereby imposed or to notify the Contractor in advance of the Carrier's intention to reimburse the Contractor for increased insurance costs resulting therefrom.

6. Overtime, Meal Hours, Traveling Time and Transportation. Overtime and meal hours, when worked, will be charged for at cost plus insurance. When men are employed to work and travel time is required to be paid the men, in accordance with the wage scale, such travel time will be charged for at cost, plus insurance. When vessels are worked in the stream or other places where means of transportation for the men are required, any expense incurred will be charged for at cost.

7. Fringe Benefits. All assessments charged to the Contractor to carry out the requirements of the prevailing labor agreements (including paid vacations and holidays, welfare benefits, pension funds, etc.) are included in the commodity rates set forth herein, unless otherwise stated. When charges are to be rendered by the Contractor on the basis of the labor wages incurred, all such assessments shall be added at cost.

8. Fair Labor Standards Act. In the event that the Federal Fair Labor Standards Act shall be so interpreted, by a court or governmental agency having jurisdiction of the matter, as to require the payment of wages in excess of the wages paid in accordance with the Act as presently interpreted throughout the port, such excess wages plus insurance and social security and unemployment taxes, together with any additional amount other than wages for which the Contractor may be legally liable under the Act, shall be reimbursed to the Contractor by the Carrier at cost.

9. Idle Time. When men are employed and unable to work, through causes beyond the Contractor's control, or when men must be paid for a minimum working period in accordance with the labor agreements, all idle time will be charged for by the Contractor at case plus insurance. After work actually begins, the Contractor will charge for the entire duration of

ment for interruptions of less than 12 Cong-minutes duration. Recurring interruptions resulting from similar causes shall be charged for as one cumulative detention. Under the circumstances recited herein, the Contractor shall also be reimbursed for the cost of floating or here cranes or derricks during idle time.

10. Condition of Cargo. If the condition or stowage of the cargo or packages is other than in customary good order, thereby delaying prompt handling; or when bulk cargo is required to be broken out by mechanical equipment; the labor necessary to effect the handling of such cargo or packages will be charged for at cost, plus 20% for overhead and gear, plus insurance, in lieu of the commodity rates. Mechanical equipment, when required, will be charged for at the rates

currently prevailing in the port.

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11. Damaged Cargo. When handling cargo damaged by fire, water, oil, etc., and where such damage causes distress or obnoxious conditions, or in all cases where the men are called upon to handle cargo under distress conditions, charges are to be based on the cost in accordance with the prevailing wage agreement of the port, plus 20% for overhead and gear, plus insurance, in lieu of the rates quoted, together with the cost of gear destroyed and the cost of equipment for the protection of the men as may be required. Mechanical equipment, when required, will be charged for at the rates currently prevailing in the port.

12. Rehandling or Shifting of Cargo. The rates quoted apply to one handling of cargo. When rehandling, resorting, or shifting of cargo is necessary through no fault of the Contractor, the time required for such work will be charged for at

cost, plus 20% for overhead and gear, plus insurance.

13. Handling to and/or from Other Than Cargo Spaces. When it is necessary to handle cargo by hand to and/or from compartments other than usual cargo spaces, such as bilges, peaks, store-rooms, bridge, lockers, alleyways or lazarettes, the labor necessary to accomplish the work will be charged for at cost, plus 20% for overhead and gear, plus insurance, in lieu of the rate quoted.

14. Miscellaneous. (a) Handling of commodities for which no rates have been listed in the rate schedules, will be charged for at cost plus 20% for overhead and gear, plus insurance. (b) Unless otherwise specified, differential penalty wages are not included in the commodity rates and will be charged for, in addition to the commodity rates, at the differential cost, plus insurance. (c) This agreement does not include the furnishing of terminal services and facilities by the Contractor to accommodate damaged cargo or in connection with any services for which wages are the basis of charges, nor where a contract of affreightment exists which interferes with the carrying out of this contract.

15. Payment. Bills are payable upon presentation to the Carrier. This contract may be terminated by either party

upon the insolvency of the other party.

16. Acceptance. The terms of this agreement are accepted, if such acceptance is noted herein by the Carrier or its representative, or, in the absence of such notation, if the work contemplated under the terms of this agreement is performed by the Contractor.

17. Acts of God, War, etc. No liability shall attach to the Contractor, if the terms of this agreement cannot be performed, due to the Acts of God, War, Governments, Fire, Explosion, Civil Commotion, Strikes or other labor difficulties.

18. Entire Agreement. This contract constitutes the full agreement between the parties hereto and no warranty of any nature shall be implied from any of the wording of this agreement.

19. Interpretation. This contract shall be interpreted according to the law of the State where the services are to

Accepted: ON BEHALF OF SOUTH AFRICAN MARINE COCK LTD

BOUTH APRICAN MARINE CORPORATION (N.Y.) INTERNATIONAL TERMINAL OPERATING CO. By President F. Demarco OP-137

1TO En 6:2

- 20. All other provisions of this contract to the contrary notwithstanding, whenever charges are to be rendered by the Contractor for extra labor, detentions and overtime or meal hour differentials, such charges shall be invoiced in accordance with the Composite Billing Rate Schedule attached hereto and by this reference made a part hereof.
- 21. The Contractor represents that it maintains current insurance policies with limits not lower than the following amounts:
 - a. Public Liability Insurance with limits of \$500,000 for bodily injuries to and/or death of one person and \$1,000,000 for bodily injuries to and/or deaths of more than one person in any one accident or occurrence.
 - b. Cargo and property damage liability insurance covering damage to property resulting from the negligence of the Contractor with a limit of \$5,000,000 for each occurrence.
- 22. When the Contractor's charges for handling cargo shall be invoiced on man hour basis in accordance with this agreement, the terminal services and facilities provided in connection therewith shall be invoiced, in addition, at the rate of \$3.75 per manifest payable ton. This provision shall also apply when the Carrier furnishes outside crane at its expense.
- 23. The Contractor shall collect and retain its customary charges for labor services performed in connection with the loading and unleading of railroad cars, lighters, barges and scows.
- 24. The Contractor shall receive additional compensation at the Composite Labor Rates in the attached schedule for providing extra labor services which primarily involve:
 - a. Handling ship's lines during overtime ormeal hours.
 - b. Cleaning ship's holds.
 - c. Discharging excess dunnage or debris.
 - d. Shifting, discharging or otherwise handling cargo consigned to another pier or port.

- Discussive auth a stores, materies or edishment' more' baggage, specie, bullion, livestock, animals, live poultry or birds.
- Bolting and unbolting tank lids.

Removing and replacing reefer plugs.

Battening down hatches when called upon to do so. h.

Rigging and unrigging heavy lift booms.

Rigging or unrigging rain tents.

- Such other labor services as may be authorized by the Carrier.
- All straight time charges for truck loading and unloading shall be collected by the Contractor directly from the truckmen and all monies so collected shall be retained by the Contractor. Whenever such work is performed during overtime hours, the Carrier shall reimburse the Contractor for the differential cost thereof.
- 26. The Carrier hereby assigns to the Contractor any and all rights the said Carrier may now or hereafter have to the collection of demurrage charges against cargo remaining on the pier after the expiration of free time and the Carrier shall not waive any such rights without the prior written consent of the Contractor. The Contractor agrees that such demurrage charges shall fully compensate it for any terminal services, other than excessive overtime, required to deliver cargo after the expiration of free time.
- This agreement may be terminated, modified or amended upon thingty days' notice by either party, provided, however, that notwithstanding any such termination, the Contractor shall continue to be responsible for theloading and discharging of any cargo which the Contractor is handling on the effective date of such termination. Termination of this agreement shall not affect or relieve either party of any liability or obligation that may have accrued prior thereto.

ACCEPT	ED:	OP	BEHALF	OF STOTH	Arrical 1	icar.
SOUTH	AFRI	CIN	MARINE	CORPORAT	rion (n.y)	IN
By:		12	JENOE.	- A		By
	F. D.	1000 000	Fresh	16:111		

TERNATIONAL TERMINAL OPERATING CO.INC. Vice-Provident ITO Ex 6 p.3

Composite Billing Rates, including Workmen's Compensation and Public Liability Insurance; Social Security Tax; Overhead; Vacation, Welfare, Pension and Disability Allowances; Waterfront Commission and New York Shipping Association Assessments.

SOUTH AFRICAN MARINE CORPORATION FOR Brooklyn Port Authority, Pier 6, N.Y.

Effective-October 1,1961.

	Straight Time	Overtime	Meal Hour
EXTRA LABOR:			
General Cargo	\$5.08	\$7.28	\$9.48
Bulk Cargo, Ballast, Coal		71.0	63.40
Cargo; Cement in bags	5.15	7.39	9.62
Wet Hides, Creosoted Products, Soda Ash in bags, Barbasco Root, Fish and Bone Meal in			3.02
bags 4 W	5.30	7.61	0.01
Refrigerated Cargo -32	0.00	7.04	9.91
degrees or less	5.37	7.72	10.06
DETENTIONS:			
General Cargo	4.62	6.59	8.56
Bulk Cargo, Ballast, Coal Cargo,	70	0.55	0.30
Cement in bags	4.09	6.69	8.69
Wet Hides, Creosoted Products, Soda Ash in bags, Barbasco Root, Fish and Bone Meal in			0.09
bags	4.82	6.89	8.95

Refrigerated Cargo - 32 degree or less	4.88	6.9	8	9.08
OVERTIME DIFFERENTIALS:		1.9	7	3.94
General Cargo Bulk Cargo, Ballast, Coal Cargo, Cement in bags Wet Hides, Creosoted Products,	÷	2.0	00	4.00
Soda Ash in bags, Barbasco Root, Fish and Bone Meal in		2.0	07	4.13
Refrigerated Cargo - 32 degree or less	-	2.	10	4.20
	Head Clerk	Dock Boss	Temp. Clerk	Tallymen
Straight Time	\$4.98	\$4.98	\$4.82	\$4.56
Overtime	7.12	7.12	6.88	6.50
Meal Hour and Sat./Sun./Hol. 8/12 or 1/5 only	9.27	9.27	8.95	8.43
Overtime Differential	1.90	1.90	1.82	1.71
Monl Hour Differential	3.79	3.79	3.65	3.42

Meal Hour Differential



I.T.O.'s Exhibit H

(Hatch Tallies for the Shipment in Question on the S.S. Morgenster and the S.A. Nederburg)

[PHOTOSTATS]

3 PD Ex H 3 15-16. 8 7. D.

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S. A. NEDERBURG 1.170 #4 -70- FUD STILL PORT Durban K. 4. NGT. : ##11 8. 100# CHECKEL Oken

ITO EXH PZ

S. A. NEDERBURG DOTE 3/13/74 HATEN 34HAPT Part Durba CHECKEL afenna

ITO EXH. P3

S. A. NEDEALONG

3/24/74 11116 15470-APT DESCLIPTION 001 (3) (w 10 6 124/10 40 500 141/4 165/3 3 Boat + Trailer (1) MINERY

ITO EXH. PYXXX

I.T.O.'s Exhibit I (Reese Documents on Morgenster)

[PHOTOSTATS]

3/4/14 MORGENSTER 31/ 34/ 44/ 58/ 66/ 104/ 4. Etrabet 26/ 34/ 38/ 39/ 49/ 54/ 68/ 96/101/ 105/ AST Landor 26/ 46/ 64/ 103/ 22/ 23/ 30/ Pet 34 40/ 70/ 80/ 90/100/109/ 26 /29 /34 35 /38 /44 /74 /88 /84 /02/11/ BEIRA To Specials Vicinity of CRiB Lond Egton Temp. Hold CARGO FIRST

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PE 135 CHOS. Engines R.C. Fischer 1384/031/10

DIR 39 C67 CHUS. AND PLS XM WORLD 1113/03/66

DIR 35 CFO POILS Paper Cosmos 1573/02/3

DIR 5 TO PILS Ballery PLS Atwarter 7779/0

DIR 23 10 Stids Magnetic Tape Townscon Export 572/0

DIR 3 24 Brs Elec. Eggip. Int. Trans. 732/035

DIR 3 47 Pcs Pumps F. Y. Coughin 5 Mit 597/034

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DIR (78) 500 CHNS. Plactic Cops Anglo 1496/00000

DIR 88 504 CHNS. Glassware Rohner Gehring 907/000

DIR 88 504 CHNS. Glassware Rohner Gehring 907/000

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ITO Ex I p3

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		6767	2621#
	11	6737	243
	11		234
	//		1021
	Du & Banl	_	46.639
			636
			4.500
			210
			43.425
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275	2 cids	PT. Eliz	6691	240
/33	5 Pes	"	6767	2621
163	1 cTN	11	6737	243
162	12	11	6770	234
67	4 BAILS	"	6637	1021
198	DYO'COST.	Que Bool	6719	46.639
228	5 cs.	11	6777	636
200		"		
	2/2cTus		6759	4.500
289	1 PalleT		6786	210
27	10 cs	11	6765	43.425
29	19cs.	//-	6663	31.725
30	37 Brs.	//	6735	83,060
28	10 CKATSS	11	6774	37,060
86	184	E. Lew Dod	6787	970
29	10 ords	//	6776	1.650
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I.T.O.'s Exhibit J (Offer of Judgment)

[PHOTOSTATS]

(Opposite)

10,460 RED

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

_____X

ELGIE & COMPANY,

Plaintiff,

- against -

Index No.: : 75 Civ. 5112 (RO)

S.S. "S.A. NEDERBURG", her engines, boilers, etc., and SOUTH AFRICAN MARINE CORPORATION, LTD.,

Defendant and Third-Party Plaintiffs, OFFER OF JUDGMENT

- against -

INTERNATIONAL TERMINAL OPERATING COMPANY, INC.,

Third-Party Defendant.

SIBS:

Pursuant to Rule 68 of the Federal Rules of Civil
Procedure, third-party defendant, INTERNATIONAL TERMINAL

OPERATING COMPANY, INC., (hereinafter referred to as "I.T.O."),
offers to allow judgment to be taken against it in the thirdparty action commenced by the defendant/third-party plaintiff,
SOUTH AFRICAN MARINE CORPORATION LTD., and covering all claims
by either the plaintiff, ELGIE & COMPANY, or defendant/thirdparty plaintiff, SOUTH AFRICAN MARINE CORPORATION LTD.,
against I.T.O. in the amount of \$500.00, together with costs
to this date. This offer of judgment is made for the purposes specified in Rule 68, and is not to be construed
either as an admission that the defendant is liable in this
action, or that the plaintiff has suffered any damage.

Dated: New York, New York November 12, 1975

HILL, RIVKINS, CAREY, LOESBERG & O'BRIEN

Attorneys for Third-Party Defendent

. Robert E.

ROBERT E. DALEY Attorney of Record 96 Fulton Street New York, New York 10038 TO:

BIGHAM ENGLAR JONES & HOUSTON Attorneys for Plaintiff 99 John Street New York, New York 10038

HAIGHT, GARDNER, POOR & HAVENS Attorneys for Defendant and Third-Party Plaintiff One State Street Plaza New York, New York 10004 UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK ELGIE & COMPANY, Plaintiff, - against -S.S. "S.A. NEDERBURG", her engines, boilers, etc., and SOUTH AFRICAN MARINE CORPORATION AFFIDAVIT OF .: SERVICE BY MAIL LTD., Defendant and Third-Party Plaintiffs, -against -INTERNATIONAL TERMINAL OPERATING COMPANY, INC., Third-Party Defendant. STATE OF NEW YORK COUNTY OF HEW YORK The undersigned, being duly sworn, deposes. and says: Deponent is not a party to the action, is ... over 21 years of age and resides at

Brooklyn, New York

That on the 12thday of November

deponent served the annexed OFFER OF JUDGMENT upon the following att news in this action at the addresses indicated, being the addresses designated by said attorneys for that purpose, by depositing a true copy of same enclosed in a postpaid properly addressed wrapper in an official depository under the exclusive care and custody of the United States Post Office Department within the State of New York: BIGHAM ENGLAR JONES & HOUSTON 99 John Street New York, New York 10038 HAIGHT GARDNER POOR & HAVENS One State Street Plaza New York, New York 10004 LYNNE BERNTSEN Sworn to before ne this 12th day of November , 1975. Notary Fold to

ELGIE & COMPANY,

Plaintiff-Appellant,

against

S.S. "S.A. NEDERBURG", etc.,

Defendant-Appellee and Third Party Plaintiff-Appellant

against

AFFIDAVIT OF SERVICE

INTERNATIONAL TERMINAL OPERATING CO., INC., Third Party Defendant-Appellee

JOINT APPENDIX

STATE OF NEW YORK.

COUNTY OF NEW YORK,

Richard Franks

being duly sworn,

deposes and says that he is over the age of 21 years and resides at 115 Oval Road,

Essex Fells, N.J.070

That on the 13th day of January

New York, N.Y. 1977 at

he served the annexed

Joint Appendix

upon

Haight, Gardner, Poor & Havens, Esqs., One State Street Plaza, New York, N.Y. a Hill, Rivkins, Carey, Loesberg & O'Brien, Esqs., 96 Fulton Street, New York, N.Y. in this action, by delivering to and leaving with said Attorneys

one true copy thereof.

DEPONENT FURTHER SAYS, that he knew the persons so served as aforesaid to be the person s mentioned and described in the said appeal

Deponent is not a party to the action.

Sworn to before me, this _____13th

day of January 19 77

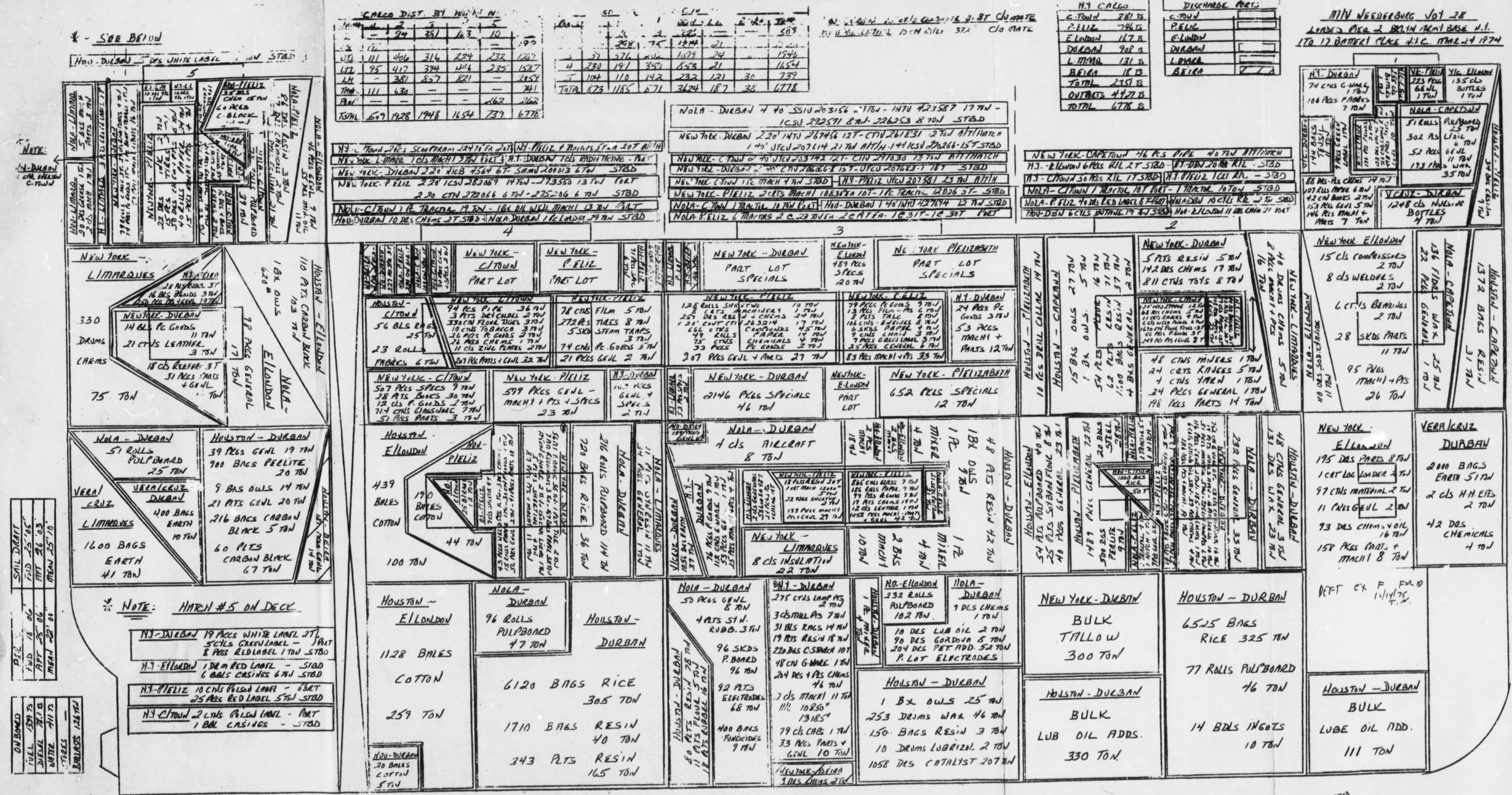
NOTARY PUBLIC, State of New York

Me. 31-9815800

Alified in New York County ission Expires March 30, 1978

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D. EX C 3-19-76 S.r.

